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EXAMINER

HARBECK, TIMOTHY M

ART UNIT PAPER NUMBER

3628

DATE MAILED: 10/20/2005

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/858,384

Applicant(s)

ALLEN ET AL.

Examiner

Timothy M. Harbeck

Art Unit

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 16 May 2001.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-20 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-20 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 16 May 2001 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
 - ☐ Certified copies of the priority documents have been received in Application No. _____.
 - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☒ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
Paper No(s)/Mail Date 7/23/2001.
- 4) ☐ Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____.
- 5) ☐ Notice of Informal Patent Application (PTO-152)
- 6) ☐ Other: _____.

DETAILED ACTION

Claim Rejections - 35 USC § 102

The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(a) the invention was known or used by others in this country, or patented or described in a printed publication in this or a foreign country, before the invention thereof by the applicant for a patent.

Claims 1-2, and 7 are rejected under 35 U.S.C. 102(a) as being anticipated

“MGIC and M&I Become Major Partners in E-Commerce Mortgage Services Company.”

Business Wire. New York: Sept 2, 1999. (Hereinafter Editors; 3 pages).

Re Claim 1: Editors discloses a private label Internet site that a lender’s customers can access that comprises the steps of:

- Capturing user indicia information input by a mortgagee (Page 2, Paragraph 2)
- Identification of the mortgagee’s mortgage servicing institution either through information input by said mortgagee or by using said input information to determine said mortgagee’s mortgage servicing institution by comparison with a database of mortgaging servicing institutions
- Linking said mortgagee with said mortgagee’s mortgage servicing institution; and
- Notification of the mortgage servicing institution

The disclosure of Editors describes an Internet site, known as Customers Forever, that serves as a “middle man” between large residential mortgage servicers

and the customers to which they offer loan services. The motivation behind this disclosure is explicitly stated as becoming “ a strategic ally of large residential mortgage servicers to help them increase their customer retention rates (Page 2, Paragraph 3).” The system allows customers of the mortgage service to log on to the site and view mortgage statements, as well as providing payment capabilities. These same customers are informed of refinancing opportunities when they become available, and if they opt to refinance, the third party website informs the same mortgage service that a customer is wanting to explore refinance options, and links the customer to the same mortgage service which provided the original loan (See entire document). In this manner, the mortgage service does not lose a customer due to prepayment of the original loan, but rather keeps the same customer under the newly financed terms. In this manner, Customers Forever, discloses all the claimed features of applicants invention.

Re Claim 2: Editors further discloses the step of securing permission of said mortgagee prior to notification of said mortgaging institution. Editors discloses that the mortgagee must elect, on the website, to proceed forward with the refinancing option before notifying the mortgage institution. If the mortgagee does not opt to refinance or modify the existing mortgage (therefore denying permission to proceed) the mortgage institution is not notified.

Re Claim 7: Editors further discloses the step of performing a mortgage modification on said mortgagee's mortgage. A mortgage modification is simply a re-negotiation of the terms of the original mortgage. The goal of the Customers Forever

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website disclosed by Editors is to help mortgage servicers maintain their client base. When interest rates drop, the mortgagee gains additional leverage in the deal in that they can seek refinancing on the original mortgage. If the servicer intends to keep this customer they will have to make negotiated sacrifices in the original mortgage with the reward of maintaining the current customer and preventing them from seeking refinancing elsewhere. These negotiations lead to a modified version of the original mortgage.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claims 3-4, 8-11, 14-17 and 20 are rejected under 35 U.S.C. 103(a) as being unpatentable over Editors in view of Lee ("Online Lenders Retool Strategy as Rates Climb --- Home-Refinancing Freeze Forces Firms to Hustle for First-Time Buyers." The Wall Street Journal. New York, NY.: Feb 28, 2000. Pg 1).

Re Claim 3: Editors discloses all the claimed features of claim 1 as previously rejected, but does not explicitly disclose the step wherein identification of said mortgagee's mortgage service institution by a mortgagee's credit report. Lee discloses that the website of E-Loan Inc, a well known online loan service, gives users access to their FICO credit score (See page 2). It was well known in the art at the time of

invention (and admitted by applicant in the disclosure) that a credit report contains the identity of a mortgage service from which a customer has obtained. It would have been obvious to someone skilled in the ordinary art at the time of invention, to include credit report access as taught by Lee, to the disclosure of Editors so a link can be established between the customer and the mortgage servicer of the original loan. In this manner, the mortgage servicer can retain their relationship with the mortgagee, the explicit motivation of the Editors disclosure.

Re Claim 4: Editors in view of Lee discloses the claimed method supra and while not explicitly disclosing the step of electronically parsing said mortgagee's credit report to identify at least one of said mortgagee's mortgage servicing institutions, it was well known in the art at the time of invention that information from an electronic document is obtained via the parsing of the data on said document. In the instance of the electronic credit report disclosed by Lee, the relevant data would be the mortgage service institution and therefore it would have been obvious to parse this data from the electronic report.

Re Claim 8: Editors discloses a private label Internet site that a lender's customers can access that comprises the steps of:

- Capturing user indicia information input by a mortgagee (Page 2, Paragraph 2)
- Linking said mortgagee with said mortgagee's mortgage servicing institution; and
- Notification of the mortgage servicing institution

The disclosure of Editors describes an Internet site, known as Customers Forever, that serves as a “middle man” between large residential mortgage servicers and the customers to which they offer loan services. The motivation behind this disclosure is explicitly stated as becoming “ a strategic ally of large residential mortgage servicers to help them increase their customer retention rates (Page 2, Paragraph 3).” The system allows customers of the mortgage service to log on to the site and view mortgage statements, as well as providing payment capabilities. These same customers are informed of refinancing opportunities when they become available, and if they opt to refinance, the third party website informs the same mortgage service that a customer is wanting to explore refinance options, and links the customer to the same mortgage service which provided the original loan (See entire document). In this manner, the mortgage service does not lose a customer due to prepayment of the original loan, but rather keeps the same customer under the newly financed terms.

Editors does not explicitly disclose the step wherein the identification of the mortgagee's mortgage servicing institution is by a mortgagee's credit report. Lee discloses that the website of E-Loan Inc, a well known online loan service, gives users access to their FICO credit score (See page 2). It was well known in the art at the time of invention (and admitted by applicant in the disclosure) that a credit report contains the identity of a mortgage service from which a customer has obtained. It would have been obvious to someone skilled in the ordinary art at the time of invention, to include credit report access as taught by Lee, to the disclosure of Editors so a link can be established between the customer and the mortgage servicer of the original loan. In

this manner, the mortgage servicer can retain their relationship with the mortgagee, the explicit motivation of the Editors disclosure.

Re Claim 9: Editors in view of Lee discloses the claimed method supra and Editors further discloses the step of securing permission of said mortgagee prior to notification of said mortgaging institution. Editors discloses that the mortgagee must elect, on the website, to proceed forward with the refinancing option before notifying the mortgage institution. If the mortgagee does not opt to refinance or modify the existing mortgage (therefore denying permission to proceed) the mortgage institution is not notified.

Re Claim 10: Editors in view of Lee discloses the claimed method supra and while not explicitly disclosing the step of electronically parsing said mortgagee's credit report to identify at least one of said mortgagee's mortgage servicing institutions, it was well known in the art at the time of invention that information from an electronic document is obtained via the parsing of the data on said document. In the instance of the electronic credit report disclosed by Lee, the relevant data would be the mortgage service institution and therefore it would have been obvious to parse this data from the electronic report.

Re Claim 11: Editors in view of Lee discloses the claimed method supra and while not explicitly disclosing the step of displaying at least one mortgagee servicing institutions on a computer screen after electronically parsing said mortgagee's credit report, this step would have been obvious from the fact that the motivation behind electronically parsing the credit report, as established in the rejection of claim 10 above,

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is to establish a link between the mortgagee and the institution from which they obtained their original loan. Displaying this information would be obvious so that one would know and could see when a link has been made between a mortgagee and an institution.

Re Claim 14: Editors in view of Lee discloses the claimed method supra and Editors further discloses the step of performing a mortgage modification on said mortgagee's mortgage. A mortgage modification is simply a re-negotiation of the terms of the original mortgage. The goal of the Customers Forever website disclosed by Editors is to help mortgage servicers maintain their client base. When interest rates drop, the mortgagee gains additional leverage in the deal in that they can seek refinancing on the original mortgage. If the servicer intends to keep this customer they will have to make negotiated sacrifices in the original mortgage with the reward of maintaining the current customer and preventing them from seeking refinancing elsewhere. These negotiations lead to a modified version of the original mortgage.

Re Claim 15: Editors discloses a private label Internet site that a lender's customers can access that comprises the steps of:

- Capturing user indicia information input by a mortgagee (Page 2, Paragraph 2)
- Linking said mortgagee with said mortgagee's mortgage servicing institution; and
- Notification of the mortgage servicing institution

The disclosure of Editors describes an Internet site, known as Customers Forever, that serves as a "middle man" between large residential mortgage servicers

and the customers to which they offer loan services. The motivation behind this disclosure is explicitly stated as becoming "a strategic ally of large residential mortgage servicers to help them increase their customer retention rates (Page 2, Paragraph 3)."

The system allows customers of the mortgage service to log on to the site and view mortgage statements, as well as providing payment capabilities. These same customers are informed of refinancing opportunities when they become available, and if they opt to refinance, the third party website informs the same mortgage service that a customer is wanting to explore refinance options, and links the customer to the same mortgage service which provided the original loan (See entire document). In this manner, the mortgage service does not lose a customer due to prepayment of the original loan, but rather keeps the same customer under the newly financed terms.

Editors does not explicitly disclose the step wherein the identification of the mortgagee's mortgage servicing institution is by a mortgagee's credit report. Lee discloses that the website of E-Loan Inc, a well known online loan service, gives users access to their FICO credit score (See page 2). It was well known in the art at the time of invention (and admitted by applicant in the disclosure) that a credit report contains the identity of a mortgage service from which a customer has obtained. It would have been obvious to someone skilled in the ordinary art at the time of invention, to include credit report access as taught by Lee, to the disclosure of Editors so a link can be established between the customer and the mortgage servicer of the original loan. In this manner, the mortgage servicer can retain their relationship with the mortgagee, the explicit motivation of the Editors disclosure.

Edison and Lee also do not explicitly disclose the step of displaying at least one mortgagee servicing institutions on a computer screen after electronically parsing said mortgagee's credit report, this step would have been obvious from the fact that the motivation behind electronically parsing the credit report, as established in the rejection of claim 10 above, is to establish a link between the mortgagee and the institution from which they obtained their original loan. Displaying this information would be obvious so that one would know and could see when a link has been made between a mortgagee and an institution.

Re Claim 16: Editors in view of Lee discloses the claimed method supra and Editors further discloses the step of securing permission of said mortgagee prior to notification of said mortgaging institution. Editors discloses that the mortgagee must elect, on the website, to proceed forward with the refinancing option before notifying the mortgage institution. If the mortgagee does not opt to refinance or modify the existing mortgage (therefore denying permission to proceed) the mortgage institution is not notified.

Re Claim 17: Editors in view of Lee discloses the claimed method supra and while not explicitly disclosing the step of electronically parsing said mortgagee's credit report to identify at least one of said mortgagee's mortgage servicing institutions and displaying at least one of said mortgagee servicing institutions on a computer screen after electronically parsing said mortgagee's credit report, it was well known in the art at the time of invention that information from an electronic document is obtained via the parsing of the data on said document. In the instance of the electronic credit report

disclosed by Lee, the relevant data would be the mortgage service institution and therefore it would have been obvious to parse this data from the electronic report.

Furthermore, the displaying step would have been obvious from the fact that the motivation behind electronically parsing the credit report, as established in the rejection of claim 10 above, is to establish a link between the mortgagee and the institution from which they obtained their original loan. Displaying this information would be obvious so that one would know and could see when a link has been made between a mortgagee and an institution.

Re Claim 20: Editors in view of Lee discloses the claimed method supra and Editors further discloses the step of performing a mortgage modification on said mortgagee's mortgage. A mortgage modification is simply a re-negotiation of the terms of the original mortgage. The goal of the Customers Forever website disclosed by Editors is to help mortgage servicers maintain their client base. When interest rates drop, the mortgagee gains additional leverage in the deal in that they can seek refinancing on the original mortgage. If the servicer intends to keep this customer they will have to make negotiated sacrifices in the original mortgage with the reward of maintaining the current customer and preventing them from seeking refinancing elsewhere. These negotiations lead to a modified version of the original mortgage.

Claims 5-6 are rejected under 35 U.S.C. 103(a) as being unpatentable over Editors in view of the Wayback Machine: (hereinafter Wayback; <http://web.archive.org/web/20010417200917/customersforever.com/retent.html>)

Re Claim 5: Editors discloses the features of Claim 1 as previously described, but does not explicitly disclose the step of displaying at least one of said mortgagee's mortgage servicing institution customer retention programs. Wayback is the Customer's Forever website, as seen on March 13, 2000. This shot of the website displays the retention programs as envisioned by Customer's Forever. Since the goal of Customer's Forever, as disclosed by Editors (Page 2, Paragraph 3), is to help mortgage servicers retain their customers, it would be obvious to include said servicer's retention programs so that the customer can readily see the company's desire to maintain and strengthen the current relationship.

Re Claim 6: Editors in view of Wayback discloses the claimed method supra and Wayback discloses the step wherein said customer retention programs further comprises at least one of a home equity loan, refinance options, bi-weekly mortgage program options and mortgage modification options (See Page 1, Paragraphs 2-3).

Claims 12-13 are rejected under 35 U.S.C. 103(a) as being unpatentable over Editors in view of Lee as applied to claim 8 above, and further in view of Wayback.

Re Claim 12: Editors in view of Lee discloses the process of claim 8 as described previously, but the references do not explicitly disclose the step of displaying at least one of said mortgagee's mortgage servicing institution customer retention programs. Wayback is the Customer's Forever website, as seen on March 13, 2000. This shot of the website displays the retention programs as envisioned by Customer's Forever. Since the goal of Customer's Forever, as disclosed by Editors (Page 2, Paragraph 3), is to help mortgage servicers retain their customers, it would be obvious

to include said servicer's retention programs so that the customer can readily see the company's desire to maintain and strengthen the current relationship.

Re Claim 13: Editors in view of Lee and further in view of Wayback discloses the claimed process supra and Wayback further discloses the step wherein said customer retention programs further comprises at least one of a home equity loan, refinance options, bi-weekly mortgage program options and mortgage modification options (See Page 1, Paragraphs 2-3).

Claims 18-19 are rejected under 35 U.S.C. 103(a) as being unpatentable over Editors in view of Lee as applied to claim 15 above, and further in view of Wayback.

Re Claim 18: Editors in view of Lee discloses the process of claim 15 as described previously, but the references do not explicitly disclose the step of displaying at least one of said mortgagee's mortgage servicing institution customer retention programs. Wayback is the Customer's Forever website, as seen on March 13, 2000. This shot of the website displays the retention programs as envisioned by Customer's Forever. Since the goal of Customer's Forever, as disclosed by Editors (Page 2, Paragraph 3), is to help mortgage servicers retain their customers, it would be obvious to include said servicer's retention programs so that the customer can readily see the company's desire to maintain and strengthen the current relationship.

Re Claim 19: Editors in view of Lee and further in view of Wayback discloses the claimed process supra and Wayback further discloses the step wherein said customer retention programs further comprises at least one of a home equity loan, refinance

options, bi-weekly mortgage program options and mortgage modification options (See Page 1, Paragraphs 2-3).

Conclusion

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Timothy M. Harbeck whose telephone number is 571-272-8123. The examiner can normally be reached on M-F 8:30-5:00.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Hyung S. Sough can be reached on 571-272-6799. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).


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